

PROFESSIONAL SERVICES AGREEMENT

MISDEMEANOR DEFERRED PROSECUTION GRANT PROGRAM

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY STATE'S ATTORNEY OFFICE

AND

SALVATION ARMY D/B/A FAMILY AND COMMUNITY SERVICES

CONTRACT NO. 1685-15190

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List of Exhibits

Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Grant Agreement
Exhibit 3	Federal Clauses
Exhibit 4	Evidence of Insurance
Exhibit 5	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 6	Electronic Payable Program
Exhibit 7	Minority and Women Business Enterprises Subcontracting Goal
Exhibit 8	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Salvation Army Family and Community Services doing business as a Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on October 8, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) **Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Grant Agreement
Exhibit 3	Federal Clauses
Exhibit 4	Evidence of Insurance
Exhibit 5	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 6	Electronic Payable Program
Exhibit 7	Minority and Women Business Enterprises Subcontracting Goal
Exhibit 8	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Schedule of Compensation for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance for all contracts which have an amount of \$25,000 or more, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

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f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin September 29, 2016 thru September 30, 2018 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

This contract does not include renewal options.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Scope of Services and Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) **Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.
- b) **Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County State's Attorney Office
69 West Washington Street, Room 3200
Chicago, Illinois 60602
Attention: Robert Ryan

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Salvation Army Family and Community Services
4800 North Marine Drive, 1st Floor
Chicago, Illinois 60640
Attention: Stephen Lepse

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Statement of Work and Schedule of Compensation



The Salvation Army

Founded in 1865 by William Booth

DOING THE MOST GOOD™

FAMILY AND COMMUNITY SERVICES
www.salarmychicago.org/family

Andre Cox
General

Paul H. Selig
Territorial Commander

Charles H. Smith
Lt. Colonel
Divisional Commander

Stephen Lappo, LCSW
Director

Cook County State's Attorney's Office
Programs and Development
69 W. Washington - Suite 3200
Chicago, IL 60602

To Whom It May Concern:

For the past 150 years, The Salvation Army (TSA) has been one of the most recognizable and respected faith-based religious and charitable organizations in the world. TSA operates a comprehensive array of religious and social service programs throughout all 50 states and in 118 countries. The breadth of TSA's social programs and services extend into nearly all disciplines of social work. TSA Metropolitan Division is one of the oldest faith-based charitable organizations in Chicago and is the parent organization for TSA Family and Community Services, which administers the STOP-IT Program. TSA Family and Community Services is nationally accredited in all its service areas, as well as its fiscal and administrative functions, by the Council on Accreditation. TSA Family and Community Services has successfully operated innovative social service programs with federal, state, and local resources since the 1930s.

The Salvation Army has been a longtime partner of the Cook County State's Attorney's Office (SAO) in battling human trafficking. In 2010 thru a joint OVC/BJA grant the SAO and TSA Trafficking Outreach Program and Intervention Techniques (STOP-IT) partnered with the United States' Attorney's Office for the Northern District of Illinois (USAO) to form the Cook County Human Trafficking Task Force (Task Force). This Task Force aims to combat human trafficking through seamless collaboration between law enforcement and social service providers; use a victim-centered approach in proactively investigating and prosecuting human trafficking crimes; provide comprehensive, high-quality social services to all victims of human trafficking, and increase the capacity of law enforcement officers, service providers, and other stakeholders in the community to identify and respond to human trafficking victims through training and public awareness activities.

The Task Force represents a long-term, impactful partnership between law-enforcement and service providers in Cook County. As the primary OVC Funded Service Provider for the Task Force since its inception, STOP-IT employs an empirically based protocol to identify and address safety and psychological barriers to victims leaving trafficking, entrapments. STOP-IT's program model allows for the provisions of comprehensive, wrap-around services to all victims of sex and labor trafficking including



845 W. 69th Street
Chicago, Illinois 60621-1700
Phone: 773.382.4801
Fax: 773.382.4849

1015 N. Arlington Heights Road
Arlington Heights, IL 60004-3563
Phone: 847.392.0265
Fax: 847.392.0274

1800 Marine Drive
Chicago, Illinois 60640-4207
Phone: 773.275.6293
Fax: 773.275.6288

1000 W. Dempster
Des Plaines, IL 60018-2653
Phone: 847.881.9113
Fax: 847.881.9119

8045 W. 47th Street
Chicago, Illinois 60638-2038
Phone: 773.736.6773
Fax: 773.736.6718

both male, female, transgender, adult and minor, as well as foreign national and domestic victims. The Task Force has embedded STOP-IT into police operations at the onset of investigations in order to ensure that victims of human trafficking receive real-time social service referrals upon their first contact with law enforcement. STOP-IT participates in routinely scheduled meetings to help identify cases and to ensure that immediate access to service providers is provided when victims are encountered by law enforcement. They serve as a consultant on specific cases, and they will remain co-located in the SAO office space, embedded within ongoing investigations to provide immediate service on relevant takedowns and to otherwise link victims to any necessary services. Working together, the Task Force is committed to ensuring that investigations and prosecutions remain victim-centered but not victim-built. By partnering at the inception of investigations, the Task Force attempts to seek early victim participation as well as to provide supportive services that may be necessary during the prosecution of offenders. STOP-IT is currently funded under an OVC FY2014 Services for Victims grant and as the service provider through the FY2016 Enhanced Collaborative Model to Combat Human Trafficking.

In September 2015, the SAO and TSA respectively received funding from Office of Victims of Crime and Bureau of Justice Assistance as a combined effort to combat human trafficking Task Force. In the Cook County Enhanced Collaborative Model to Combat Human Trafficking, the SAO as the law enforcement partner, and TSA STOP-IT as the victim service provider, are committed to using a cooperative, multi-agency, multi-disciplinary approach to combat all forms of human trafficking based upon the Enhanced Collaborative Model to Combat Human Trafficking.

Through funding from the FY 2015 Enhanced Collaborative Model to Combat Human Trafficking (CFDA #16.320), the SAO will be subcontracting with Salvation Army's STOP-IT Program in the amount of \$129,127 to provide a Task Force Administrator (hereinafter the Administrator) that will collect and compile data from Task Force members to be entered into TIMS Online and HTRS which is required by the U. S. Department of Justice. In collaboration with the core team, the Administrator schedules and plans Task Force quarterly meetings, working group meetings and subcommittee meetings. The Administrator takes and distributes minutes and manages communications with all members of the Task Force. The Administrator plans, coordinates, and carries out various events on behalf of the Task Force each year, including training events, medical outreach, and trainings related to the CSRN. The Administrator guides the development of and distribution of protocols and MOUs with members. The Administrator dedicates 85% of her time to Task Force administration. In addition, TSA will also provide third-party evaluators to evaluate the Human Trafficking Task Force. The evaluation will focus on the formal and informal inter-agency linkages, the types of services and referrals provided and used, the processes of case management and victim care among agencies and the enhancement of law enforcement capacity to investigate and prosecute human trafficking cases. This evaluation is required by the funding agency. As required by the funding agency, 5% of the total program costs have been allocated for evaluation of the program.

Below is the breakdown of the funding for three years:

Task Force Administrator Salary: \$67,652

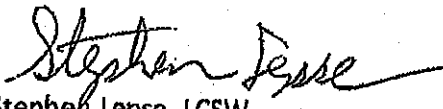
Fringe Benefits (FICA, Pension, Insurance, Worker's Compensation): \$23,975

States' Attorney share of evaluator costs: \$37,500

Total: \$129,127

As stated above, TSA is uniquely qualified to fulfill this function as set forth in the grant-funded program. TSA has been the only entity which has significant experience in working with the Cook County Human Trafficking Task Force.

Respectfully,

A handwritten signature in black ink, appearing to read "Stephen Lepse", with a long horizontal flourish extending to the right.

Stephen Lepse, LCSW

Director, Family & Community Services

Stephen_Lepse@usc.salvationarmy.org

773-433-5745

**MEMORANDUM OF UNDERSTANDING
FOR THE
COOK COUNTY HUMAN TRAFFICKING TASK FORCE**

In the Cook County Enhanced Collaborative Model to Combat Human Trafficking, the Cook County State's Attorney's Office (CCSAO) as the law enforcement partner; and the Salvation Army Trafficking Outreach Program and Intervention Techniques (TSA STOP-IT) as the victim service provider, are committed to using a cooperative, multi-agency, multidisciplinary approach to combat all forms of human trafficking based upon the Enhanced Collaborative Model to Combat Human Trafficking. This memorandum of understanding (MOU) constitutes a description of the roles and responsibilities of key task force members, including the Cook County State's Attorney's Office, The Salvation Army STOP-IT Program, U.S. Attorney's Office for the Northern District of Illinois, Federal Bureau of Investigations (FBI) and Homeland Security Investigations (HSI).

All task force members will remain committed to the mission and vision of the Cook County Human Trafficking Task Force.

MISSION

The mission of the Cook County Human Trafficking Task Force is to:

- Combat human trafficking through seamless collaboration between law enforcement and social service providers;
- Use a victim-centered approach in proactively investigating and prosecuting human trafficking crimes;
- Provide comprehensive, high-quality social services to all victims of human trafficking; and
- Increase the capacity of law enforcement officers, service providers, and other stakeholders in the community to identify and respond to human trafficking victims through training and public awareness activities.

VISION

The Cook County Human Trafficking Task Force envisions:

- A swift and coordinated criminal justice response to human trafficking, in which perpetrators are held accountable and in which the rights of victims of trafficking under Illinois and federal law are protected;
- A comprehensive network of high-quality services for victims of trafficking that all victims can access as soon as they are identified in the community or by law enforcement; and
- Systemic collaboration between service providers and law enforcement towards the common goal of combating human trafficking in our community.

ROLES AND RESPONSIBILITIES OF TASK FORCE MEMBERS:

Cook County State's Attorney's Office

- Conduct proactive investigations of human trafficking.
- Support the investigation and prosecution of human trafficking crimes on state and federal levels.
- Collect data and analysis for the purpose of evaluation.
- Participate in task force meetings and committee work.
- Conduct trainings and outreach to enhance the ability of professionals and key stakeholders within the community to better identify and serve victims.

Federal Bureau of Investigation

- Conduct investigations of human trafficking.
- Work with USAO and Cook County State's Attorney's Office to prosecute human trafficking.
- Accept referrals from private citizens, advocacy groups, attorneys, or other law enforcement agencies of allegations of human trafficking.
- Participate in task force meetings and committee work.

Homeland Security Investigations

- Conduct investigations of human trafficking
- Work with USAO and Cook County State's Attorney's Office to prosecute human trafficking.
- Accept referrals from private citizens, advocacy groups, attorneys, or other law enforcement agencies of allegations of human trafficking.
- Participate in task force meetings and committee work.

The Salvation Army STOP-IT Program

- Provide high-quality and timely comprehensive services to victims of human trafficking.
- Conduct trainings and outreach to enhance the ability of professionals and key stakeholders within the community to better identify and serve victims.
- Develop a coordinated social service delivery network for victims of human trafficking.
- Collect data and analysis for the purpose of evaluation.
- Participate in task force meetings and committee work.

The U.S. Attorney's Office

- Conduct proactive investigations of human trafficking.
- Support the investigation and prosecution of human trafficking crimes on state and federal levels, including coordination of law enforcement working group meetings with law enforcement partners (including FBI and HSI).
- Participate in task force meetings and committee work.

GUIDING PRINCIPLES FOR ALL TASK FORCE MEMBERS:

- All agencies share a commitment to the victim-centered approach, which respects the rights of trafficked persons under Illinois and federal law.
- All agencies will engage in respectful dialogue.
- Each agency shall designate at least one point of contact for the task force.

Duration:

This MOU is at-will and may be modified by mutual consent of authorized officials from the member agencies. This MOU shall become effective upon signature by the authorized officials from CCSAO, TSA STOP-IT, USAO, FBI and HSI and will remain in effect until modified or terminated by any one of the member agencies by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall end three years from the effective date.

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

APPROVAL:

We, the undersigned, have read and agree with this Memorandum of Understanding.

Cook County State's Attorney's Office:

Anita Alvarez ANITA ALVAREZ 5/7/15
Signature Printed Name Date

COOK COUNTY STATE'S ATTORNEY
Title

Federal Bureau of Investigation:

Matthew J. DeSarno MATTHEW J. DESARNO 5/7/15
Signature Printed Name Date
Acting SAC
Title

Homeland Security Investigations:

James M. Gribbons JAMES M. GRIBBONS 5/11/15
Signature Printed Name Date
Acting SAC
Title

The Salvation Army STOP-IT Program:

Stephen J. Lepse Stephen J. Lepse 4/30/15
Signature Printed Name Date
Director
Title

The U.S. Attorney's Office:

Zach Farlon Zach Farlon 5/11/15
Signature Printed Name Date
U.S. Attorney
Title

Contract No. 1685-15190

EXHIBIT 2

Grant Agreement



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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1. RECIPIENT NAME AND ADDRESS (including Zip Code) Cook County State's Attorney's Office 69 W. Washington, Suite 3200 Chicago, IL 60602-3174		4. AWARD NUMBER: 2015-VT-BX-K054	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2018	
2a. GRANTEE IRS/VENDOR NO. 366008546		6. AWARD DATE: 09/24/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 617086129		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Cook County Enhanced Collaborative Model to Combat Human Trafficking		9. PREVIOUS AWARD AMOUNT \$0	
		10. AMOUNT OF THIS AWARD \$750,000	
		11. TOTAL AWARD \$750,000	
12. SPECIAL CONDITIONS THIS ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - Human Trafficking) 22 USC 7105(b)(2)(A)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.320 - Services for Trafficking Victims			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karel Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Anita Alvarez State's Attorney	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karel V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Anita Alvarez</i>	19A. DATE 9/25/2015
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B VT 80 00 00 750000		21. FVTUGT1070	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice-Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish); (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

A.A.



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SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. It represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee.



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SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

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19. Recipient certifies that it does not promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.
20. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
21. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
22. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2015-VT-BX-K054 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
23. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
24. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
25. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



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26. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
27. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
28. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
29. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
30. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.



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SPECIAL CONDITIONS

31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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SPECIAL CONDITIONS

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
33. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
34. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.
35. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
36. Representation and agreement regarding funds in offshore accounts
- In accepting this award, the recipient nonprofit organization --
- (1) represents to the Department of Justice that it does not hold money in offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a), and agrees that it will not hold money in any such accounts for such a purpose during the period of performance of this award; and
- (2) agrees that, if during the period of performance of this award, the recipient learns that it does hold money in offshore accounts for such a purpose, it will immediately stop any further obligations of award funds, it will provide prompt written notification to OJP, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OJP.

A. G.

A. Problem Statement: Human trafficking constitutes an increasing threat to freedom and safety across this country and within Cook County, Illinois. Generating billions in illicit profits each year, global human trafficking now ranks as the second most-profitable criminal business; it is tied with illegal arms dealing and is second only to narcotics trafficking worldwide.¹ This international industry victimizes children and adults, men and women, and it deprives its victims of basic human dignity. The International Labor Organization estimates that 21 million people are victims of human trafficking worldwide.²

According to the 2014 Trafficking in Person's Report, 16 Department of Justice funded human trafficking taskforces reported 828 investigations involving 717 suspects in human trafficking-related cases in FY 2013 (a 12% increase in investigations from the year before).³ In Illinois and Cook County, the problem presents an even more acute risk to public safety.

According to data collected by Polaris' National Human Trafficking Resource Center (NHTRC) between 2007 and 2012, Illinois ranked among the top five states in the United States for human trafficking with the highest number of reported cases.⁴ Since December 2007, the NHTRC hotline has received 650 reports of human trafficking cases in Illinois. Of the 140 cases reported in 2014, 121 involved female survivors and 50 were minors.⁵ Furthermore, one in six endangered runaways reported to the National Center for Missing and Exploited Children (NCMEC) in 2014

¹ "The World's Most Lucrative Business Markets." *Business Pundit* (2010): Web. 26 May 2010.
<http://www.businesspundit.com/the-worlds-most-lucrative-business-markets/>

² "Forced Labor, Human Trafficking and Slavery" *International Labor Organization* (2015): Retrieved from
<http://www.ilo.org/global/topics/forced-labour/lang-en/index.htm>

³ US Department of State. (2014). *Trafficking in Persons Report 2014*. Washington, DC: Office of the Under Secretary for Democracy and Global Affairs and Bureau of Public Affairs electronic text:
<http://www.state.gov/j/tip/rls/tiprpt/countries/2014/226844.htm>

⁴ National Human Trafficking Resource Center (2013). Retrieved from: <http://www.polarisproject.org/media-center/news-and-press/press-releases/915-report-spotlights-human-trafficking-trends-in-the-us>

⁵ National Human Trafficking Resource Center (2014). Retrieved from:
<http://traffickingresourcecenter.org/state/illinois>

were likely victims of sex trafficking.⁶ In 2003, the FBI designated Chicago as one of thirteen locations of High Intensity Child Prostitution, and listed Chicago as a major sex trafficking center.⁷ Studies within the Chicago metropolitan area and within the city of Chicago have attempted to quantify the number of children commercially exploited for sex trafficking; these studies report numbers ranging from 1,800 to 16,000.^{8 9} Another study reported that in metropolitan Chicago, an estimated 16,000 to 25,000 women and girls are victimized in prostitution annually. In a survey of 222 Chicago women involved in prostitution, one third of these women exchanged sex for money by the time they were 15 years old, and sixty-two percent began by the age of 18.¹⁰ Unfortunately, the elusive nature of trafficking remains one of the key obstacles to the successful prosecution of such cases. While public awareness has grown, victims are often hesitant to come forward and rarely self-report. Because of trauma bonds with their traffickers, child victims frequently misrepresent their age and identity, can often present to law enforcement as runaways, truants or drug users, and thus fall within the purview of routine child protection cases. In fact, one study on the commercial exploitation of children found that "once out on the street, one out of every three teens will be lured toward prostitution within 48 hours of leaving home."¹¹

In labor trafficking cases (including domestic servitude, manufacturing and agricultural work), law enforcement often must overcome significant language barriers and cultural

⁶ National Center for Missing and Exploited Children (2014). Retrieved from <http://www.missingkids.com/CSTT>
⁷ *The Federal Bureau of Investigation's Efforts to Combat Crimes Against Children*. 2009. Office of the Inspector General.

⁸ Ashley, Jessica, "The Commercial sexual exploitation of children and youth in Illinois," Chicago, IL: Illinois Criminal Justice Information Authority, 2008.

⁹ O'Leary, Claudine, and Olivia Howard, "The Prostitution of Women and Girls in Metropolitan Chicago: A Preliminary Prevalence Report," Chicago, IL: Center for Impact Research, 2004.

¹⁰ Montes, Peggy, and Jennifer Vitis, "The Realities of Human Trafficking in Cook County: Strategies for Ending the Exploitation of Women and Girls," Chicago, IL: The Cook County Commission of Women's Issues, 2007.

¹¹ Priebe, Alexandra, and Suhr, Cristen, "Hidden in Plain View: The Commercial Sexual Exploitation of Girls in Atlanta," Atlanta, GA: A Study of the Atlanta Women's Agenda, 2005.

differences, as well as the silence of some victims who fear deportation. Even trafficked persons who have entered the country with temporary legal status, such as a valid visa, can be vulnerable if they do not have control of their documents or if they have been subjected to fraud and intimidation by the traffickers when recruited and transported into this country. According to a 2014 study by the Urban Institute, seventy-one percent of the labor trafficking victims interviewed entered the United States on lawful visas, but sixty-nine percent were unauthorized by the time they escaped.¹² According to one study, "if trafficking victims are not immediately identified as such, they risk being deported and therefore further victimized due to their undocumented status or visa overstay."¹³

Overall, these cases often involve isolation techniques and the restriction of independent movement, and thus the victims' "lack of English proficiency makes them potentially less able to escape their traffickers" and undermines the "efforts of law enforcement and service providers to outreach to communities where trafficking victims may be located."¹⁴ Even when victims can be identified and engaged for trial purposes, the prosecution of a trafficking case remains fraught with evidentiary problems; often the traumatized victims make poor witnesses or remain hostile to the prosecutors due to the ongoing abuse and indoctrination of the traffickers themselves.

In light of the above, it is necessary to approach human trafficking cases as "victim-centered" and not "victim-built," (an approach centered upon serving the victims of trafficking without placing the entire weight of prosecuting traffickers upon the victims' shoulders.) "The most frequently identified barrier to law enforcement adequately addressing human trafficking

¹² Owens, Colleen, Dank, Meredith, Farrell, Amy, and McDevitt, Jack. "Understanding the Organization, Operation, and Victimization of Labor Trafficking in the U.S." (2014). Retrieved from <http://www.urban.org/research/publication/understanding-organization-operation-and-victimization-process-labor-trafficking-united-states>

¹³ Jones, Curtis and Paulette Yousefzadeh, "Victims of Human Trafficking in the Midwest: 2003-2005 Needs Assessment and Program Evaluation Commissioned by the Office for Victims of Crime, Department of Justice," Chicago: The Mid-America Institute on Poverty of Heartland Alliance, April 2006.

¹⁴ Ibid.

was the reluctance of victims to come forward due to fear of retribution or distrust of law enforcement."¹⁵ Given this reluctance, prosecutions can no longer only rely upon traditional reactive investigations to fight human trafficking; they must conduct proactive, organized crime-based operations using modern investigative tools and work collectively with diverse agencies.

In this effort, in 2010 thru a joint OVC/BJA grant the Cook County State's Attorney's Office (SAO) and The Salvation Army Trafficking Outreach Program and Intervention Techniques (STOP-IT) partnered with the United State's Attorney's Office for the Northern District of Illinois (USAO) to form the Cook County Human Trafficking Task Force (Task Force). This Task Force aims to: combat human trafficking through seamless collaboration between law enforcement and social service providers; use a victim-centered approach in proactively investigating and prosecuting human trafficking crimes; provide comprehensive, high-quality social services to all victims of human trafficking, and increase the capacity of law enforcement officers, service providers, and other stakeholders in the community to identify and respond to human trafficking victims through training and public awareness activities.

Since its inception in 2010, the Task Force has made a significant impact on human trafficking in Cook County and the Northern District of Illinois.¹⁶ As of March 31, 2015, the SAO has charged a total of 107 defendants in 77 indictments. These 77 indictments seek justice for at least 158 identified victims, of which at least 56 were children. These numbers remain supplemented by the efforts of the USAO who has charged a total of 17 defendants in 11 indictments for the same time period. Of the total SAO numbers, in 2013 and 2014 the SAO charged 33 defendants in 25 indictments. These 25 indictments sought justice for 36 identified

¹⁵ Jones, Curtis and Paulette Yousefzadeh, "Victims of Human Trafficking in the Midwest: 2003-2005 Needs Assessment and Program Evaluation Commissioned by the Office for Victims of Crime, Department of Justice," Chicago: The Mid-America Institute on Poverty of Heartland Alliance, April 2006

¹⁶ All the following statistics were obtained from BJA/OVC Bi-annual Reports submitted by SAO and STOP-IT from October 1, 2010-December 31, 2014. 2015 statistics were provided by Task Force personnel data logs.

victims, of which at least 17 were children. Through the work of the task force, STOP-IT has provided comprehensive services to 158 victims of trafficking (123 victims of sex trafficking; 28 victims of labor trafficking; 3 sex and labor trafficking victims; and 4 unknown) since 2010 and provided support at its drop-in center to 21 potential victims of sex trafficking. In 2013 and 2014, STOP-IT provided comprehensive services to 41 victims; 31 were victims of sex trafficking, 7 were victims of labor trafficking, 1 was a victim of both labor and sex trafficking and 2 were classified as unknown. From inception (October 1, 2010) to March 31, 2015, the Task Force has trained 9,100 potential first responders. This collaborative momentum must continue in order to achieve lasting changes in our area of high intensity trafficking. There is still more work to do and there are many needs that remain unmet for victims of trafficking in Cook County and the USAO Northern District of Illinois.

The Task Force represents a long-term, impactful partnership between law-enforcement and service providers in Cook County. As the primary OVC Funded Service Provider for the Task Force since its inception, STOP-IT employs an empirically based protocol to identify and address safety and psychological barriers to victims leaving trafficking entrapments. STOP-IT's program model allows for the provisions of comprehensive, wrap-around services to all victims of sex and labor trafficking, including both male, female, transgender, adult and minor, as well as foreign national and domestic victims. The Task Force has embedded STOP-IT into police operations at the onset of investigations in order to ensure that victims of human trafficking receive real-time social service referrals upon their first contact with law enforcement. STOP-IT participates in routinely scheduled meetings to help identify cases and to ensure that immediate access to service providers is provided when victims are encountered by law enforcement. They serve as a consultant on specific cases, and they will remain co-located in the SAO office space,

embedded within ongoing investigations to provide immediate service on relevant takedowns and to otherwise link victims to any necessary services. Working together, the Task Force is committed to ensuring that investigations and prosecutions remain victim-centered but not victim-built. By partnering at the inception of investigations, the Task Force attempts to seek early victim participation as well as to provide supportive services that may be necessary during the prosecution of offenders.

Despite the desperate need in Cook County to address the crime of human trafficking, appropriate social services and other relief for victims are still lacking. Even though a number of excellent programs exist, they operate without sufficient resources to provide the crucial services to victims. Through the interactions and collaboration among its members, the Task Force has learned that there is a continual need for emergency, transitional and permanent housing options to accommodate the unique needs of trafficking victims. Domestic violence shelters and existing homeless shelters are, at times, inappropriate for victims of trafficking. The Task Force has encountered challenges identifying and serving labor trafficking victims and prosecuting labor trafficking cases. Recently, the Task Force has identified a gap in the identification of trafficking victims at local hospital emergency rooms when they present for medical services. Frontline medical staff need to know how to identify victims and how best to engage them in services.

Without the help of federal grant funding, the Task Force partners could not continue to work these cases, especially within the current economic crisis and county budget cuts. The collaborative work of the Task Force ensures an increase in the amount of human trafficking cases that are investigated and prosecuted as well as the number of victims identified and served. Funding will allow the Task Force to continue to address gaps in services and identification of victims. The Task Force will continue to address the need for housing by convening an annual

housing summit with trafficking-specific providers to strategize innovative solutions to the gaps in the housing services for victims. To date, the Task Force has convened two housing summits with positive results. Additionally, the Task Force's Labor Trafficking subcommittee will continue their work to increase the identification of labor trafficking victims in the area. The Task Force has also started to work with Cook County hospitals to implement a medical protocol to aid in identifying potential trafficking victims who come into the emergency room or hospital seeking medical help. As the Task Force continues to advocate for more hospitals and healthcare agencies to adopt the medical protocol, the hope is that this will lead to an increase in the identification of victims.

B. Project Description and Implementation: Through the FY 2015 Enhanced Collaborative Model to Combat Human Trafficking funding, the SAO, STOP-IT, and the USAO will continue work in Cook County and the Northern District of Illinois to achieve the following goals: combat human trafficking through seamless collaboration between law enforcement and social service providers; use a victim-centered approach in proactively investigating and prosecuting human trafficking crimes; provide comprehensive, high-quality social services to all victims of human trafficking, and increase the capacity of law enforcement officers, service providers, and other stakeholders in the community to identify and respond to human trafficking victims through training and public awareness activities. In order to achieve these goals we will work to: 1) Sustain effective Task Force leadership and a structure to support the successful identification of victims of all forms of human trafficking, service delivery, investigation and prosecution of trafficking perpetrators; 2) Make data-driven decisions based on a shared understanding of the prevalence, scope and nature of human trafficking within Cook County and the Northern District of Illinois; 3) Identify victims of all type of human trafficking through the use of coordinated

training, public awareness and outreach efforts, and trauma-informed screening and interview techniques; 4) Conduct proactive investigations of sex and labor trafficking with the goal of successful prosecution at the state and federal level; 5) Provide high-quality and timely comprehensive services for victims of human trafficking.

This grant funding will allow the Task Force to continue our work, increase and evaluate our efforts, continue providing comprehensive services for victims and provide training to a wide variety of stakeholders. This award will fund seven personnel: 2 ASAs, 1 STOP-IT Program Manager, 3 Trafficking Specialists and the Task Force Administrator. The grant-funded Supervisor ASA Lou Longhitano will investigate and prosecute proactive and reactive human trafficking cases for the SAO, provide guidance and direction to other human trafficking ASAs and investigators, and participate in all Task Force activities. The second grant-funded ASA as well as the third dedicated corporate-funded ASA and corporate-funded investigator will assist in the development, investigation and prosecution of proactive and reactive human trafficking cases, as well as participate in other Task Force activities. STOP-IT's Program Manager (partially grant funded), Pilar Meyer Dunning, will oversee the delivery of comprehensive services for victims and provide Core Team leadership to the Task Force. The grant will fund the Task Force Administrator, Summar Ghias, who will fulfill the administrative work of the Task Force. Trafficking Specialists will provide intensive case management for victims as well as training and outreach to increase awareness of trafficking in our area. Grant funding will also support the research and evaluation costs associated with the highly qualified co-evaluation team of Drs. Deborah Baskin and Ira Sommers.

For the past five years, the Task Force has been successful in its collaborative efforts to combat trafficking by increasing community awareness, increasing the number of victims

identified and served, increasing the number of collaborative partners, and increasing the number of trafficking cases prosecuted. As the work of the Task Force continues to gain momentum, we anticipate achieving additional success through the implementation of our medical protocol and our newly developed Train-The-Trainer curriculum. These programs will both aid in increasing in the identification of victims as more hospitals, health care workers, and professionals from across a wide range of disciplines receive high-quality training on human trafficking.

The Task Force will make data-driven decisions based on a review of quarterly progress reports on performance measures. The quarterly report will serve as a tool to analyze law-enforcement and victim service data and to identify trends and gaps and areas for improvement. The Task Force will also be informed by the evaluation activities completed by Dr. Baskin and Dr. Sommers who will submit annual evaluation reports to the Task Force. The objectives of the proposed evaluation focus on documenting the formal and informal inter-agency linkages; the types of services and referrals provided and used; the processes of case management and victim care among agencies; and the enhancement of law enforcement capacity to investigate and prosecute human trafficking cases. The plans for data collection and evaluation are detailed fully in Attachment 6.

Since 2010, SAO's response to human trafficking has been led by ASA Lou Longhitano and Jennifer Greene. ASA Longhitano is the Supervisor of the SAO Human Trafficking Unit and is cross-designated as a Special Assistant United States Attorney for the Northern District of Illinois. To this Task Force, he brings his extensive experience investigating and prosecuting organized crime cases and working with vulnerable victims on special victims' cases. In addition, ASA Longhitano has drafted updates to the Illinois Human Trafficking statute, and trains prosecutors and law enforcement around the country on investigating and prosecuting

human trafficking cases through courses endorsed by the U.S. Department of Justice, Department of Homeland Security, and the National Association of Attorney's General. ASA Longhitano oversees the prosecution of all cases and supervises the Assistant State's Attorney's in the Human Trafficking Unit.

Ms. Greene is the Violence Against Women Policy Advisor and will oversee the day to day operations of the Task Force from the SAO's perspective. She will work to create more effective working relationships with the many diverse advocacy organizations serving human trafficking victims in Cook County as well as provides specialized training for prosecutors, victim specialists and investigators. In partnership, both ASA Longhitano and Ms. Greene ensure that goals and mission of task force are being met.

Since 2010, Assistant United States Attorney (AUSA) Michelle Nasser has represented the USAO on and provided leadership for the Core Team of the Task Force. Michelle is the office's Human Trafficking Program Coordinator, responsible for the administration and coordination of the U.S. Department of Justice (DOJ) initiative on human trafficking in the Northern District of Illinois. As Human Trafficking Program Coordinator, Michelle's responsibilities have included implementing and co-leading the DOJ-funded Cook County Human Trafficking Task Force. Michelle assists in bridging the gap between prosecutors and victim service providers by confirming that AUSAs assigned to human trafficking matters partner with nonprofit agencies that are members of the task force's steering committee to assist human trafficking victims. Michelle attends all Core Team and Steering Committee meetings, and she co-leads with ASA Lou Longhitano the bi-monthly Law Enforcement Working Group (LEWG) meetings. Michelle also assists with training and outreach efforts of the task force and is actively involved in the Task Force's annual conference.

Partially grant-funded STOP-IT Program Manager, Pilar Meyer Dunning, LCSW, represents STOP-IT on the Core Team. Ms. Dunning plays a significant role in ensuring the Task Force achieves the goals and objectives of the Enhanced Collaborative Model. She oversees the work of the Victim Services Subcommittee, including the development of the Coordinated Service Referral Network (CSRN). She also acts as the training coordinator for the Task Force, responding to requests from the community for training and organizing the appropriate Task Force members to present the training material and curriculum. She has provided Core Team Leadership to the Task Force since 2012. Ms. Dunning also oversees the administrative work of Task Force Administrator, Summar Ghias, who is on STOP-IT's staff.

The Task Force utilizes a Core Team Model which includes the SAO, STOP-IT and the USAO. The Core Team is responsible for ensuring that the Task Force is a proactive, results-oriented process that purposefully achieves the goals of the Enhanced Collaborative Model. The Core Team meets quarterly to work towards this end and to provide oversight to the work of the Task Force. The Core Team has established a Steering Committee along with a Law Enforcement Working Group, a Victim Services Subcommittee, Training Subcommittee, Labor Trafficking Subcommittee and LGBTQ Subcommittee to ensure the goals of the Task Force are accomplished.

The Steering Committee represents a diverse membership of law-enforcement entities and other anti-human trafficking stakeholders, including social service providers and a diverse representation of community groups. The Steering Committee meets quarterly and is the heart of the Task Force, where law-enforcement and service providers come together to collaborate on plans for the best ways to work together to identify victims, address unmet needs and any gaps in collaboration between law-enforcement and service providers. Steering Committee members are

committed to carrying out the mission and vision of the task force, in line with the task force's guiding principles. Steering Committee members have significant, demonstrated experience in serving human trafficking victims or in investigating and prosecuting human trafficking crimes and work collaboratively across disciplinary lines. Steering Committee members must be voted onto the Committee by the Core Team. Current membership of the Steering Committee includes: The Federal Bureau of Investigation (FBI), The International Organization for Adolescents (IOFA), Chicago Police Department (CPD), Cook County Sheriff's Department (CCSD), Illinois State Police (ISP), Illinois Department of Human Services (IDHS), Department of Labor (DOL), Northern Tier Anti-Trafficking Consortium (NTAC), National Immigrant Justice Center (NIJC), Legal Aid Society of Metropolitan Family Services (LAS), Legal Assistance Foundation (LAF), Illinois Department of Children and Family Services (DCFS), The Young Center for Immigrant Children's Rights, Chicago Metropolitan Battered Women's Network, Center on Halsted, Teen Living Programs, Chicago Alliance Against Sexual Exploitation (CAASE), YWCA-RISE, Homeland Security Investigations (HSI), Probation-Cook County Juvenile Court, Lurie Children's Hospital, Cook County Social Services Department, Apna Ghar, and the City of Chicago Department of Family and Support Services.

Through a clearly-defined LEWG and the employment of a broad network of social service providers embedded within active criminal investigations, the members of the Task Force are able to conduct multi-disciplinary investigations that are mission-driven and intelligence-based. In addition to the SAO and USAO, the LEWG of the Task Force (which conducts meetings on a bi-monthly basis and was established in 2010) includes representatives from CPD, which is largest law enforcement agency in our jurisdiction, the FBI, HSI, ISP, CCSD, the State Department, Internal Revenue Service (IRS), U.S. Marshal's, the U.S. DOL, as well as key

intelligence centers such as the National Fusion Center, and the Domestic Highway Enforcement (DHE) Strategy-High Intensity Drug Trafficking Area (HIDTA). The LEWG also maintains communication with the Bureau of Alcohol, Tobacco and Firearms (ATF), Financial Crimes Enforcement Network (FinCEN), and the United States Secret Service, whenever the need arises for their specialized services. Other federal, state and local regulatory departments also collaborate with the Task Force on a case by case basis, such as the Department of Buildings, the Department of Licensing, as well as the City and County Inspector General offices.

The LEWG engages in the following practices and will continue to follow these practices under the Task Force. During the bi-monthly LEWG meetings (or as necessary between meetings), state and federal prosecutors lead a discussion of each open investigation, and cases and investigative actions are coordinated and de-conflicted. In this way, the LEWG can maximize all resources by sharing information regarding potential informants or targets across different agencies and cases; upon the completion of each investigation, the offenders can be prosecuted in either the federal or state system, or via a joint state-federal prosecution, as appropriate.

The LEWG also pursues investigative leads developed via the SAO's four neighborhood based Community Justice Centers (CJC) located in relevant areas of Chicago, as well as leads derived from other SAO criminal and civil divisions. In addition, Task Force staff and partners make use of the CJs and their extensive networks of community-based organizations to conduct public education and community outreach to raise awareness of human trafficking issues and identify potential targets and additional resources for victims. Important leads from these divisions are funneled to the Task Force for investigation, including mining data from the SAO's established protocol with the National Human Trafficking Resource Center's (NHTRC) Hotline and the National Center for Missing and Exploited Children (NCMEC) as well as utilizing the

Task Force Tip Protocol. NCMEC sends over a hundred investigative tips each year, which are screened and referred out to victim-centered law enforcement members to investigate. These referrals lead to dozens of prosecutions each year. The central approach of the LEWG is to build cases based upon, among other things, electronic surveillance and a financial workup of the trafficking offenders. This type of organized crime investigation relies heavily upon the analysis of data, including financial information, electronic communications, and data from regulators.¹⁷

The Task Force is also informed by the work of the Victim Services Subcommittee which was formed to engage a wide variety of service providers in order to better meet the diverse needs of victims. The Victim Services Subcommittee meets monthly and is open to any agency or individual who is providing services to victims of trafficking or who recognize that they could potentially encounter victims when providing services to vulnerable populations. Members commit to being a part of the efforts to enhance collaborative and comprehensive services in Cook County and the Northern District of Illinois. The Victim Services Subcommittee is working to further establish and implement the Coordinated Service Referral Network (CSRN). The CSRN is a membership-based network of service providers and others who are either currently providing legal and social services to victim of trafficking or who would like to provide services to victims. Subcommittee members work to recruit and train new CSRN members so that the network has more diverse services to offer victims of trafficking and seeks to organize those services into "pathways" to accommodate the various needs of victims. As client needs are identified, social service providers are mobilized through the CSRN referral system. New CSRN members will receive a 12-hour training on human trafficking prior to acceptance into the network. The CSRN training aims to equip service providers who may come into contact with

¹⁷ For example, working with Department of Labor regulators allows for collection of data regarding worker condition complaints and OSHA violations that is useful in labor trafficking investigations.

victims of human trafficking with key tools, strategies and resources to appropriately respond to human trafficking. The training covers the basics of human trafficking, the impact of trauma, victim identification and engagement, effective service delivery to survivors, the investigation and prosecution of human trafficking crimes, ways in which criminal prosecutions occur in the local context, and ways in which service providers can collaborate with law enforcement.

In order to enhance the community capacity to identify and serve victims of trafficking, coordinate training materials, and assess the training needs, the Task Force has formed a Training Subcommittee, which also meets monthly. The Training Subcommittee consists of social service agencies, legal service agencies, and law enforcement personnel who are committed to providing effective, strategic, and accurate trainings to key partners on the topic of human trafficking. The Training Subcommittee is tasked with strengthening the Task Force's capacity for human trafficking trainings across Cook County and the Northern District of Illinois. Training gaps and the scope of training capacity throughout the region is assessed on an ongoing basis through this subcommittee. The Training Subcommittee has recently finalized its Human Trafficking Train-the-Trainer Curriculum to improve the quality of presentations by members of the Task Force (see attachment 5).

The Task Force has made great strides in training law enforcement, first responders, service providers, and the community at large and will continue to provide trainings to enhance the community's capacity to identify and report trafficking crimes. The Task Force has already trained 9,100 law enforcement professionals, attorneys, social service providers, and others. On August 23-24, 2011, the Task Force hosted its first annual human trafficking conference. With more than 160 registrants from law enforcement, service providers, academia, and other fields, the conference offered trainings on advanced topics in human trafficking, including

forensic interviewing, investigative techniques, trauma-informed services, trends in labor trafficking, corporate social responsibility, "end demand" campaigns, and others. Currently, planning is now underway for the Fifth Annual Cook County Human Trafficking Conference in Chicago in August 2015 with an expected attendance of 300 from around the state and country.

The Task Force plans to deliver no less than 72 site specific trainings throughout the region over the three year project period, and conduct 30 community outreach and public awareness events. The site specific trainings will be provided on site at local agencies, schools, hospitals, law enforcement agencies, first responders, prosecutors and worker's rights groups.

Recognizing the under-identification of labor trafficking victims within our work, the Task Force formed a Labor Trafficking Subcommittee tasked with enhancing outreach and increasing identification of labor trafficking victims. The subcommittee continues to build relationships with worker's rights organizations, to develop messaging materials to spread awareness about labor trafficking, to develop labor trafficking training curricula for future trainings, and to assess gaps in services for labor trafficking victims. Additionally, recognizing the high levels of trafficking within the LGBTQ community, the Task Force formed an LGBTQ Subcommittee in order increase the outreach, identification, and services provided to LGBTQ victims of trafficking. This subcommittee has begun to foster relationships with LGBTQ service providers, to provide human trafficking training and awareness education to these agencies, and to train members of the Steering Committee on LGBTQ vulnerabilities and sensitivity. These subcommittees also meet monthly in person or via teleconference.

In further support of the goals and objectives of the Task Force, administrative responsibilities are fulfilled by Task Force Administrator, Summar Ghias. Ms. Ghias has served as the Task Force Coordinator since 2013 and currently works for the Salvation Army STOP-IT

Program. In the past, Ms. Ghias was a Program Specialist at the International Organization for Adolescents (IOFA). Her work at IOFA involved facilitating the Task Force Steering Committee and Subcommittee meetings and drafting protocols for healthcare systems. As Task Force Administrator, Ms. Ghias schedules and plans Task Force quarterly meetings, working group meetings and subcommittee meetings, in collaboration with the core team. She takes and distributes minutes and manages communications with all members of the Task Force. She plans, coordinates, and carries out various events on behalf of the Task Force each year, including training events, medical outreach, and trainings related to the CSRN. She guides the development of and distribution of protocols and MOUs with members. Ms. Ghias also collects data from the Task Force partners to enter into TIMS Online and HTRS monthly and compiles joint semi-annual progress reports for BJA and OVC and reports to the Task Force quarterly on progress towards achieving the goals and outcomes of the program. Ms. Ghias dedicates 85% of her time to Task Force administration.

The grant-funded Task Force personnel are physically located at the George N. Leighton Criminal Court Building within the Organized Crime Unit of the Special Prosecutions Bureau of the SAO. The Organized Crime Unit is an intelligence-based unit that conducts proactive, long-term investigations. The prosecutors within this unit work hand in hand with other law enforcement agencies, particularly intelligence units like the Cook County Jail Intelligence Unit, which is located next door in the County Jail, and CPD's Organized Crime Division which is less than a mile away in the Homan Square police facility. Homan Square includes a wire room, dedicated Vice and Intel squads, as well as in-house FBI agents, as part of the FBI's Innocence Lost/Crimes Against Children project.

Since the inception of the Task Force, the SAO has charged a total of 107 defendants in

77 indictments. Many of the charged offenders at the state level not only face trafficking-related offenses, but also face charges for other violent crimes, including rape, kidnapping, home invasion, attempted murder, aggravated domestic battery, and murder. Among the cases noted above, the Task Force's commitment to proactive investigations and prosecutions yielded several historic victories.

In August 2011, the SAO made arrests in Operation "Little Girl Lost" in which prosecutors employed the nation's first-ever state human trafficking wiretap in an 18-month investigation of sex trafficking. This was a collaborative effort headed by the SAO, working together with the Chicago Police Department, Cook County Sheriff's Department, FBI, HSI, U.S. Marshals, STOP-IT and several suburban police departments. In addition to charging ten defendants, some who were violent street-gang members, with sex-trafficking young women and children on the street and the Internet, this operation also recovered numerous trafficking victims, including more than a dozen minors. During this long-term investigation, the Task Force simultaneously addressed the demand side of the problem by arresting more than 700 customers or "johns" in its related "demand-suppression" missions; these "johns" were prowling the same tracks where the charged traffickers were peddling their child victims. During the operation, the victims also received real-time referrals to social service providers or child protective services upon their contact with law enforcement, and the final takedown entailed unprecedented collaboration between law enforcement, STOP-IT, and the DCFS. In the 147-count indictment, prosecutors charged the ten defendants with running a Human Trafficking Enterprise, victimizing dozens of women and children. In 2013 and 2014, all ten of the traffickers pleaded guilty to Aggravated Trafficking in Persons and were sentenced to a collective total of 102 years in prison.

The SAO has secured a total of 72 convictions of the cases charged to date, with many of the cases still pending. The Task Force is also identifying more crimes with human trafficking elements. For example, in January 2015 the SAO began the murder trial of a man who, when trying to buy sex on a Chicago track, became disgruntled and began an altercation with two women. He later returned with a gun and shot three women, killing two of them. The case was made complicated because the investigation went cold for nine years. Under the Task Force model, SAO teamed up with Cold Case detectives to re-interview all of the witnesses. The killer was identified, charged, and convicted of two counts of 1st Degree Murder after a jury trial and now faces life in prison. These are just two examples of the SAO's full commitment to conducting proactive investigations (see Attachment 4).

The Task Force also employs the services of the SAO's Investigations Bureau which staffs over 150 investigators who possess full police powers as sworn officers under the Illinois law. Specifically, the SAO's Investigations Bureau investigates both reactive and proactive cases, and it provides rapid response on these cases to cover operations as needed. These operations include conducting surveillance to support the interception of electronic communications, and conducting investigations to corroborate information obtained electronically or through the use of confidential informants.

The Task Force also identifies and coordinates service providers for each case and seeks their assistance as needed from the inception of each investigation. The LEWG utilizes its collective knowledge of each case (victims, circumstances, intelligence) to prepare STOP-IT for the takedown of offenders in order to deliver services to victims at the earliest possible moment. They have also helped share referral information within investigations to ensure expeditious victim services.

The Task Force has developed The Cook County Human Trafficking Task Force Policies and Protocols. This document, available on the Task Force's website, details the mission and vision statements, guiding principles, strategic plan, Task Force structure, along with the working groups and subcommittees, decision making structure, case reporting protocol, HTRS incident reporting protocol, data collection policies and procedures, marketing and outreach plan, CSRN policies, survivor speaker standards, and annual conference information. The Task Force, specifically the Core Team and the Steering Committee, review and update this manual, as needed, when significant changes occur.

The Task Force's Case Reporting Protocol, otherwise known as the TIP Protocol, spells out what professionals can do when they encounter a victim who wants to report to law enforcement. This protocol contains names and telephone numbers of who to call on the Task Force; this protocol, in its full form, is available only to organizations and individuals who have participated in Task Force Training. The TIP Protocol is reviewed annually by the LEWG and updated accordingly.

In addition, the Task Force has developed and is currently piloting a Medical Protocol which has been implemented at two local hospitals to date, Swedish Covenant and Stroger Hospital. The Medical Protocol provides health care facilities with an individualized response for their particular institution on identifying and responding to the needs of victims of human trafficking. The Medical Protocol also provides detailed training for health care providers utilizing the protocol. The Task Force, with its hospital partners, will continue to evaluate the effectiveness of the protocol over the first two years of the project period in order to learn what works and what doesn't work when implementing new procedures at large medical institutions. The Task Force will finalize the Medical Protocol at the end of year two of the project period and

publish the new protocol in "The Cook County Human Trafficking Task Force Policies and Procedures" by the end of the three year grant period; we hope to add additional hospitals who are utilizing the protocol by the end of the project period.

The STOP-IT Program offers a comprehensive service model with the overall goal of meeting the wide variety of needs presented by trafficking victims. The comprehensive service model helps victims of human trafficking make informed decisions about the support they need to work through the impact of the crime, address the issues that shaped the trafficking situation, and identify and obtain their personal goals. The model is based on the client-centered approach, trauma-informed care and the provision of wraparound services that allows STOP-IT to help survivors meet their individual needs. Furthermore, the comprehensive service model allows STOP-IT to serve victims of sex and/or labor trafficking, victims who are male or female or transgender, adults or minors, U.S. citizens or foreign nationals, no matter where they are residing within Cook County. STOP-IT clients don't need to come to a specific office location to access services. Rather, Trafficking Specialists travel around the area to meet victims and provide case management services where the victims are most comfortable. Although STOP-IT does not provide every necessary service, they possess an established service provider network to ensure that all of a victim's needs are able to be addressed. Because of this, the Task Force now encompasses a variety of service providers, specifically designed to meet a variety of needs including specific services for immigration, civil legal needs, LGBT identified survivors, domestic violence, homeless and at risk youth, juvenile probation, labor organizations and more. STOP-IT's Comprehensive Service Plan is described fully in Attachment 3.

The Task Force also collaborates with and leverages other federally funded anti-human trafficking programs in the area. The LAS is funded by the Office of Refugee Resettlement

(ORR) to build local capacity to identify foreign victims of trafficking by providing training and technical assistance to local organizations and attorneys. The agency also provides legal services to all victims of trafficking, is a member of the Steering Committee of the Task Force, and helps to co-chair the Labor Trafficking Subcommittee. The NTAC Program also receives ORR funding to provide case management services to foreign victims of trafficking and is a member of the Steering Committee of the Task Force. Finally, the LAF is an OVC grantee for Specialized Services for Victims of Trafficking. As such, they provide all the legal services for victims at no cost to the Task Force, the SAO, or STOP-IT. STOP-IT is currently funded under an OVC FY2014 Services for Victims grant and as the service provider through the FY2012 Enhanced Collaborative Model to Combat Human Trafficking. In 2004 the Cook County Internet Crimes Against Children (CC-ICAC) Task Force was formed. The CC-ICAC Task Force, which is funded through a grant awarded by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), has provided and continues to provide training and equipment to its members. One of the technology-facilitated crimes that are investigated and prosecuted in partnership with the ICAC is the commercial sexual exploitation of children. Finally, STOP-IT and the SAO have no pending or outstanding applications for federal funding in support of the work the Task Force.

C. Capabilities and Competencies: With a population of more than 5.3 million persons and a geographic territory of 946 square miles, Cook County has the second largest prosecutorial office in the country and the largest in Illinois. The SAO is responsible for prosecuting all felony and misdemeanor cases that occur throughout Cook County, and numerous civil cases under its state constitutional authority. The SAO has a long record of implementing and managing both local and federal grant programs. Presently, the SAO has more than 20 grant-funded programs with over \$10 million in funding, more than 80 staff positions and subcontracts with community

partners through local, state and federal grant programs and private foundations. The Programs and Development Unit (PDU) of the SAO develops and manages grant-funded programs and initiatives. The PDU is responsible for oversight of the Office's grant programs and initiatives while program super-visors are responsible for the day-to-day activities of the grant-funded staff. Through a joint effort of several units of the SAO including PDU, fiscal control, program supervisors and bureau chiefs, each grant-funded program receives regular internal program reviews and fiscal audits.

For the past 125 years, The Salvation Army (TSA) has been one of the most recognizable and respected faith-based religious and charitable organizations in the world. TSA operates a comprehensive array of religious and social service programs throughout all 50 states and in 118 countries. The breadth of TSA's social programs and services extend into nearly all disciplines of social work. TSA Metropolitan Division is one of the oldest faith-based charitable organizations in Chicago and is the parent organization for TSA Family and Community Services, which administers the STOP-IT Program. TSA Family and Community Services is nationally accredited in all its service areas, as well as its fiscal and administrative functions, by the Council on Accreditation. TSA Family and Community Services has successfully operated innovative social service programs with federal, state, and local resources since the 1920s. Currently, TSA Family and Community Services runs eight programs with an annual operating budget of \$3 million, with 20% coming from federal sources.

The Task Force is co-led by Supervisor ASA Lou Longhitano and Violence Against Women Policy Advisor Jennifer Greene for the SAO. The ASAs requested through this grant are located in the Special Prosecutions Bureau and supervised by ASA Longhitano. ASA Longhitano has 22 years of experience as a prosecutor and a supervisor in both the domestic

violence and organized crime units. To this Task Force he brings his experience with investigating and prosecuting human trafficking, domestic violence and organized crime cases. In addition, Longhitano trains state and federal prosecutors and law enforcement around the country on building and prosecuting human trafficking cases. Ms. Greene is the Violence Against Women Policy Advisor and has been dedicated to assisting victims of crime since 1997. Ms. Greene develops and implements policy office-wide on issues involving human trafficking, domestic violence and sexual assault. She ensures that there is a consistent response to victims, conducts community education and oversees various internal violence against women trainings. Ms. Greene will oversee the day to day operations of the Task Force from the SAO's perspective. She will work to create more effective working relationships with the many diverse advocacy organizations serving human trafficking victims in Cook County as well as provides specialized training for prosecutors, victim specialists and investigators. In partnership, both ASA Longhitano and Ms. Greene ensure that goals and mission of task force are being met.

TSA Family and Community Services Director, Stephen Lepse, MSW/LCSW has over 27 years of advocacy, administration, program evaluation and community planning experience. Mr. Lepse was instrumental in the program development that led to TSA's initial outreach efforts to trafficking victims in Chicago in 2006. STOP-IT is led by Program Manager Pilar Meyer Dunning, MSW/LCSW. Ms. Dunning is a nationally recognized speaker and trainer on the needs of trafficking victims with ten years of experience in the social work field and seven years of experience working directly with trafficking victims. Ms. Dunning provides direct supervision to Trafficking Specialists, the Task Force Administrator, interns and volunteers working with STOP-IT and is responsible for managing and implementing all aspects of the program. Ms. Summar Ghias, MSW, Task Force Administrator, also brings a wealth of

experience to the work of the Task Force. She has conducted research on youth engagement at Chapin Hall at the University of Chicago, revamped communication systems for nonprofits, and helped develop toolkits on sexual violence within niche communities. As a grassroots leader, Ms. Ghias participated in a Citizen Bridges International exchange where she created and managed an awareness-raising initiative on human trafficking in Nicaragua and Belize. She also serves as a volunteer child advocate for the Young Center for Immigrant Children's Rights. Ms. Ghias is a graduate of University of Chicago's School of Social Service Administration. She earned her Master's in Social Work with a focus on violence prevention and was a recipient of the William S. and Doris Jean Keller Scholarship for students dedicated to improving the lives of vulnerable children. STOP-IT dedicates three Trafficking Specialists to Task Force work, all of whom have the desired qualifications of a Bachelor's or Master's Degree in a human services related field, previous case management experience and experience working with trafficking victims.

Drs. Deborah Baskin and Ira Sommers, Loyola University Chicago, will function as outside co-evaluators. Dr. Baskin, Ph.D., holds a joint appointment in the Departments of Criminal Justice and Criminology and of Sociology at Loyola University in Chicago, has published extensively, and has received significant federal, local, and foundation funding to support both applied and basic research spanning such areas as human trafficking, the processing of criminal cases, female offending, and drugs and crime. Dr. Sommers, DSW, Program Director of the Psychology of Crime & Justice program at Loyola University-Chicago, has extensive expertise on female offending, violent offending, substance use, and desistance from crime. He was Principal or Co-Principal Investigator on numerous grants from National Institute of Justice, National Science Foundation, National Institute on Drug Abuse, and the Guggenheim Foundation.

Attachment 5 - Plan for Delivering Training and Accessing Professional Development

In order to enhance the community capacity to identify and serve victims of trafficking, coordinate training materials, and assess the training needs, the Task Force has formed a Training Subcommittee consisting of social service agencies, legal service agencies, and law enforcement personnel who are committed to providing effective, strategic, and accurate trainings to key partners on the topic of human trafficking. The subcommittee is tasked with strengthening the Task Force's capacity for human trafficking trainings across Cook County and the Northern District of Illinois.

As a direct result of assessing the gaps in training across Cook County and the Northern District of Illinois, the Training subcommittee has developed the *Train-the-Trainer Manual: Effective Training Strategies for the Anti-Trafficking Community* to improve the quality of training that Task Force members and subcommittee partners provide. The curriculum is easily tailored to the specific needs of different target audiences across a wide variety of sectors. In addition, the subcommittee is tasked with ensuring annual training for Task Force members on trauma-informed care principles and practices.

Since its inception in 2010, the efforts of the Task Force have resulted in very few prosecutions of labor trafficking cases. Of the 41 victims served by STOP-IT in 2013 and 2014, only 8 were victims of labor trafficking. In order to increase the identification of and services for labor trafficking victims, the Task Force will target trainings to organizations, companies, and audiences who may encounter labor trafficking such as worker's unions, restaurant and hotel associations, immigrant advocacy and service organizations, worker's rights groups, faith communities, security professionals, commercial real estate management companies, and in-home repair workers in order to increase the identification of labor trafficking victims the area.

The Task Force has identified an additional challenge in the identification of minor victims of trafficking. In order to increase the identification of minor victims of trafficking, the Task Force will target outreach and trainings to the Illinois Department of Child and Family Services (DCFS) workers, Chicago Public Schools employees, youth in care, wards of the state, juvenile justice workers, youth in detention, group home operators, homeless and runaway youth agencies, school staff, and medical professionals. Outreach to the LGBTQ community has proven to be challenging as well. As a result, the LGBTQ subcommittee has identified training as a key component of the subcommittee's work. The subcommittee has begun to train LGBTQ service providers to enhance their capacity to identify the crime as well as identify victims and survivors within their own client caseloads. Similarly, to address a lack of understanding of human trafficking within the broader social service community, training is a key component and prerequisite to any member of the Task Force's Coordinated Service Referral Network (CSRN).

An additional challenge is the need to build capacity within law enforcement to identify the crime of human trafficking as well as develop their capacity to build investigations. The Task Force will ensure that law enforcement agents receive training on the specialized investigation and evidence collection techniques necessary to substantiate labor and sex trafficking cases. Cook County has a population of approximately 5.3 million people with 103 different municipal law enforcement agencies. The Task Force recognizes that many smaller departments need training on the identification of human trafficking, particularly as it may arise in conjunction with their current investigations. They need to understand the dynamics of human trafficking, the barriers that prevent victims from reporting the crime, as well as the many investigative tools that may be utilized to address the crime.

Training of law enforcement has long been a priority of the Task Force. As of March 31, 2015, the Task Force has trained 1,639 law enforcement officers at the state and federal level as well as trained 601 prosecutors. These include multi-day advanced investigations training as well as training specifically focused on the prosecution of human trafficking. They have been conducted in Cook County and around the country at the request of training and technical assistance providers and individual jurisdictions. Additionally, the Task Force identified a training need within the Cook County State's Attorney's Office (SAO). As the second largest prosecutor's office in the country, there are over 850 assistant state's attorneys encountering victims of crime on a daily basis. Victims of trafficking may present themselves under the purview of another case, such as domestic violence, sexual assault, juvenile delinquency or abuse and neglect. Therefore, extensive in-house training has been implemented within the SAO.

On August 23-24, 2011, the Task Force hosted its first annual human trafficking conference. With more than 160 registrants from law enforcement, service providers, academia, and other fields, the conference offered trainings on advanced topics in human trafficking, including forensic interviewing, investigative techniques, trauma-informed services, trends in labor trafficking, corporate social responsibility, "end demand" campaigns, and others. Currently, planning is underway for the Fifth Annual Cook County Human Trafficking Conference in Chicago in August 2015 with an expected attendance of 300 from around the state and country. The conference engages organizations that are already working, in some capacity, on issues related to human trafficking. The Task Force partners with local universities to provide the space needed to put on these annual 2-day conferences. Presenters will come from the Task Force, as well as experts from around the country who can share detailed knowledge key to enhancing the response to trafficking in Cook County. The Task Force also plans to deliver no

less than 72 site specific trainings throughout the region over the three year project period, and conduct 30 community outreach and public awareness events.

The SAO's human trafficking training initiatives are led by Assistant State's Attorney (ASA) Lou Longhitano who dedicates a minimum of 5% of his time to conducting local and national trainings. Jennifer Greene is the SAO Violence Against Women Policy Advisor. She will work to create more effective working relationships with the many diverse advocacy organizations serving human trafficking victims in Cook County as well as provides specialized training for prosecutors, victim specialists and investigators

STOP-IT's Program Manager, Pilar Meyer Dunning, and all of STOP-IT's trafficking specialists are cross-trained to provide victim services as well as high quality training presentations. Ms. Dunning allocates 10% of her time and effort to training, outreach and education. Two trafficking specialist allocate 2% of their time and one specialists allocates 10% of her time to training, outreach and education activities. The Task Force Administrator, Summar Ghias, dedicates 5% of her time to training activities.

STOP-IT staff will be provided with professional development opportunities to enhance their skills in providing direct services to traumatized victims of human trafficking. Staff will receive annual professional development courses on youth engagement and outreach, substance use/abuse, domestic violence, sexual assault, and vulnerable populations. Ms. Ghias and Ms. Greene will attend one BJA/OJP-sponsored Kick-Off Meeting and Ms. Dunning and ASA Longhitano will attend the OJP-sponsored human trafficking training. Additionally, SAO staff will also be provided with professional development opportunities to enhance the investigation and prosecution of human trafficking. Please see the applicants' budgets for a detailed look at the costs associated with delivering training and access to professional development.

Attachment 6 Plan for Evaluation and Data Collection for Performance Measures

Task Force members have established policies and procedures for agencies collecting the data necessary to support an evaluation of the objectives and performance measures. Each responsible agency will collect data daily on activities they deliver including: trainings conducted broken down by type, topic, and participants; new investigations opened; total investigations open; number of arrests; number of suspects charged; number of human trafficking-related cases prosecuted; number of victims confirmed by law enforcement; number of new victims served by STOP-IT broken down by type and immigration status; total number of victims served; number and type of services provided by STOP-IT and partners, and number of collaborative partners. STOP-IT also maintains a log of hotline calls, referrals made, and technical assistance provided to partner agencies.

Summar Ghias, the Task Force Administrator, will collect and compile this data from Task Force members, which she enters into TIMS Online and HTRS. Ms. Ghias will compile and submit quarterly updates to the Task Force and monitor progress towards performance measures and objectives. The quarterly report will serve as a tool to analyze law enforcement and victim service data to identify trends and gaps and areas for improvement. She is also responsible for the preparation of semi-annual and closeout reports and collecting evaluations conducted at all trainings and community presentations conducted by members of the Task Force.

STOP-IT also collects data related to client outcomes including progress towards self-sufficiency and measures of self-reported hope at various stages of survivor participation in the program. The Task Force currently collects an evaluation after each training. The Task Force will work with the third-party evaluators to develop pre- and post-tests to better measure gains in knowledge by professionals. Finally, the Task Force surveys members annually to ask about the

general level of satisfaction with Task Force structure, collaboration, and membership and has conducted focus groups with social service members and law enforcement members to work through barriers to effective collaboration.

The SAO and the STOP-IT have identified and received the cooperation of Drs. Deborah Baskin and Ira Sommers, Loyola University Chicago, as the outside co-evaluators.¹ Dr. Baskin, Ph.D., holds a joint appointment in the Departments of Criminal Justice and Criminology and of Sociology, at Loyola University in Chicago, has published extensively, and has received significant federal, local, and foundation funding to support both applied and basic research spanning such areas as human trafficking, the processing of criminal cases, female offending, and drugs and crime. Dr. Sommers, DSW, Program Director of the Psychology of Crime & Justice program at Loyola University-Chicago, has extensive expertise on female offending, violent offending, substance use, and desistance from crime. He was Principal or Co-Principal Investigator on numerous grants from National Institute of Justice (NIJ), National Science Foundation (NSF), National Institute on Drug Abuse (NIDA), and the Guggenheim Foundation.

Objectives of the proposed evaluation focus on documenting: the formal and informal inter-agency linkages; the types of services and referrals provided and used; the processes of case management and victim care among agencies, and the enhancement of law enforcement capacity to investigate and prosecute human trafficking cases (see Table 1). The large volume and variety of required information suggests a multi-method approach in which both quantitative and qualitative information is collected. Quantitative data at the client and agency levels will be obtained via the review of agency records that report client data and client tracking. For qualitative data collection, key informant interviews with primary stakeholders and the use of agency staff

¹ Pilar Meyer Dunning (STOP-IT Program Manager) and Jennifer Greene (SAO Policy Advisor) will oversee the evaluation activities and the work of the evaluators.

surveys will be employed so as to probe, in greater detail, the activities of the Task Force. As part of the evaluation process, Drs. Baskin and Sommers and their team will review these data each month, focusing on intake status, client follow-up, client management tracking, and case closure status. This data will be compiled and analyzed from the initiation of original BJA/OVC funding in 2010 to the completion of the proposed three-year project (2018) so as to assess the impact of Task Force activities over time.² Descriptive and impact data will be collected from investigation reports and prosecutor case files. Measures will include victim and suspect characteristics; investigation, arrest, referral, charging, and disposition; types of evidence, and case dispositions. The sample for the case tracking and outcome analysis will consist of all cases referred to the SAO from the inception of the program in 2010 until the end of the grant (2018).

A key informant interview protocol will be developed in collaboration with the Task Force. It will be designed to elicit agency management and key stakeholder impressions of the system of care in Cook County for victims of human trafficking, including service system strengths, service gaps, barriers to receipt of services, and the status of interagency collaboration. The protocol will also ask for recommendations regarding any enhancements to the current system of care. Interviews will be conducted annually (three waves of data) with the same respondents. In the interview, for the second and third rounds, participants will be asked questions to elicit their impressions of *changes* in the system of care, from the preceding year. Interviewing respondents multiple times will enhance data triangulation and allow for an examination of successes and challenges of the program over time. All interviews will be confidential. STOP-IT and the SAO will each allocate \$37,500 of grant funding to support the third party evaluation activities described above.

² It is important to note, here, that analysis can only start with 2010, as prior to that year, there were no systematic records kept related to human trafficking. This caveat applies to all analyses that employ the 2010-2018 timeframe.

**FY15 Enhanced Collaborative Model to Combat Human Trafficking
Cook County State's Attorney and STOP-IT Chicago, Cook County, Illinois**

**Table 1. Evaluation research objectives, measures, and data collection
Research objectives Measures**

Document and describe formal inter-agency linkages among service providers	# of agencies with whom agency shares clients formally; # of referrals made and to which agencies; length of relationship with agencies; # of clients shared with other agencies (%); type of agreements with other agencies	review of agency policies; key informant interviews; agency surveys and records review (e.g., organization activity, technical assistance, outreach forms)
Document and describe informal inter-agency linkages among service providers (informal communication network)	# of agencies with whom agency shares clients informally; # of referrals made and to which agencies; # of clients served	key informant interviews; agency surveys and records review (e.g., collaborative partner form)
Describe the quantity and types of services delivered by agencies to victims	# of different types of services; # of services provided; use levels; source of services; average # of services per client; average # of clients served; frequency of service use; client progress	records review; client management tracking client sufficiency matrix
Describe the quantity and types of referrals delivered by agencies to victims	# of referrals received by type; # of referrals given by agency type; use levels; source of referrals; average # of referrals per client; average # of clients referred	records review; client management tracking
Describe inter-agency involvement in case management and victim care consistency, continuity and coordination	# of agencies involved in case; # of interventions and referrals experienced; # of services used; time agency is in contact with client	records review; client management tracking
Describe intensity of inter-agency collaboration	frequency of inter-agency contact; type of contact (phone, mail, meetings); level of contact (supervisors, workers); mutual information on events, etc.	key informant interviews; agency surveys; records review
Document community capacity to identify and report trafficking crimes	# of trainings for law enforcement, prosecutors, service providers, and community members on human trafficking	key informant interviews with Coordinated Service Referral Council; organizational training form
Document investigations & prosecutions of sex and labor trafficking	# of investigations; # of cases referred to SAO; types of evidence; case outcomes	prospective case tracking analysis
Document utilization of brief medical screening instrument by Swedish Covenant Hospital staff	# of screenings; # referrals made and to which agencies	records review; client management tracking

Attachment 7 Time-Task Plan

Through the FY 2015 Enhanced Collaborative Model to Combat Human Trafficking funding, the SAO, STOP-IT, and the USAO will continue to work in Cook County and the USAO Northern District of Illinois to achieve the following goals: combat human trafficking through seamless collaboration between law enforcement and social service providers; use a victim-centered approach in proactively investigating and prosecuting human trafficking crimes; provide comprehensive, high-quality social services to all victims of human trafficking; and, increase the capacity of law enforcement officers, service providers, and other stakeholders in the community to identify and respond to human trafficking victims through training and public awareness activities.

Goal: Combat human trafficking through seamless collaboration between law enforcement and social service providers, use a victim-centered approach in proactively investigating and prosecuting human trafficking crimes; provide comprehensive, high-quality social services to all victims of human trafficking.		
Objective 1: The Task Force will sustain effective leadership and a structure that will marshal resources necessary to support the identification of victims of all forms of trafficking; service delivery; and investigation and prosecution of trafficking perpetrators.		
Activity	Planned Completion Date	Staff Responsible
1a. Identify consistent experienced and committed Task Force leadership.	Current and ongoing	Core Team Members
1b. Ensure Task Force membership is representative of all essential organizations and individuals.	Ongoing	Core Team Members
1c. Identify and dedicate sufficient administrative support to the Task Force.	Current and ongoing	SAO and STOP-IT
1d. Hold Task Force Core Team, Steering Committee, Law Enforcement Working Group (LEWG) and Victim Services, LGBTQ, Labor Trafficking, and Training Subcommittee meetings.	Core Team: quarterly Steering Committee: quarterly LEWG: bi-monthly Subcommittees: monthly	Core Team Members, Task Force Administrator, Subcommittee co-chairs
1e. Develop and update operational protocols that outline roles and responsibilities.	Completed, reviewed annually and updated as needed	Core Team Members
1f. Expand the implementation of the established Medical protocol to 2 additional hospitals and medical providers per year.	End of grant period	SAO, STOP-IT, Task Force Administrator
1g. Identify a diverse array of funding sources to support the work of the Task Force.	End of grant period	SAO and STOP-IT

Goal: Increase the capacity of law enforcement officers, service providers, and other stakeholders in the community to identify and respond to human trafficking victims through training and public awareness activities.			
<i>Objective 2: The Task Force will make data-driven decisions based on a shared understanding of the prevalence, scope, and nature of human trafficking within Cook County and the USAO Northern District of Illinois.</i>			
Activity	Planned Completion Date	Staff Responsible	
2a. Establish plans for routine collection of critical data.	Ongoing	Core Team Members, Task Force Administrator	
2b. Develop and implement process for sharing and analyzing data.	Quarterly	Task Force Administrator/Third Party Evaluator	
2c. Coordinate on the submission of semi-annual progress reports.	Twice per year	Task Force Administrator	
2d. Develop a plan for evaluating task force performance and effectiveness, use findings to improve task force performance.	Annually	Third Party Evaluator	
2e. Develop a plan for evaluating implemented medical protocol to assess impact	Annually	Third Party Evaluator	
2d. Develop a plan for evaluating outcomes of referrals made via Coordinated Service Referral Network (CSRN).	Annually	Task Force Administrator / Third Party Evaluator	

Goal: Increase the capacity of law enforcement officers, service providers, and other stakeholders in the community to identify and respond to human trafficking victims through training and public awareness activities.			
<i>Objective 3: The Task Force will identify victims of all types of human trafficking through the use of coordinated training, public awareness and outreach efforts, and trauma-informed screening and interview techniques.</i>			
Activity	Planned Completion Date	Staff Responsible	
3a. Develop training and public awareness materials with a shared message.	Completed and ongoing	Training Subcommittee chair, Core Team Members	
3b. Ensure that relevant stakeholders receive training by providing 72 site-specific trainings over the course of the grant period, 30 community outreach events, and an annual trafficking conference (3 total).	End of the three year period	Training Subcommittee, SAO, STOP-IT	
3c. Provide ongoing training for Task Force members on trauma-informed care principles and practices and the	Annually	Training Subcommittee, SAO, STOP-IT	

Victim-centered approach.			
3d. Ensure law enforcement agents receive training on the specialized investigation and evidence collection techniques necessary to substantiate sex and labor trafficking cases.	Current and ongoing	SAO, Training Subcommittee	
3f. Ensure that local investigators and prosecutors receive coordinated training on the evidence necessary to support moving sex and labor trafficking cases through the criminal justice system, including by not limited to the use of culturally and linguistically competent forensic interviewers and trauma-informed interview techniques.	Current and ongoing	SAO, Training Subcommittee	
3g. Deliver Train-the-Trainer sessions for Task Force members to become equipped to provide Human Trafficking Training to diverse audiences.	Completed and ongoing	Training Subcommittee, SAO, STOP-IT	
3h. Provide training to potential members of the CSRN once per year.	Completed and ongoing	Victim Services Subcommittee, STOP-IT, Task Force Administrator	
3i. Hold annual housing summit to identify and address gaps in housing needs for all survivors of trafficking.	Completed and ongoing	Victim Services Subcommittee, Task Force Administrator	

Goal: Use a victim-centered approach in proactively investigating and prosecuting human trafficking crimes.			
Objective 4: The Task Force will conduct proactive investigations of sex and labor trafficking with the goal of successful prosecution of human trafficking cases at the state or federal level.			
Activity	Planned Completion Date	Staff Responsible	
4a. Identify physical location of the task force, key law enforcement staff.	Completed	SAO	
4b. Conduct proactive investigations.	Current and ongoing	SAO, USAO, LEWG	
4c. Develop clear protocols for victims' rights and victim protections.	Current and ongoing	SAO, USAO, STOP-IT	
4d. Implement victim-centered and trauma-informed techniques.	Current and ongoing	Core Team Members, Task Force Steering Committee	
4e. Implement culturally and linguistically appropriate, trauma-informed protocols for identifying, screening, interviewing victims.	End of three year period	Core Team Members	

4d. Demonstrate the ability to identify victims of all forms of trafficking and to investigate both labor and sex trafficking crimes.	Current and ongoing	Core Team Members
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Goal: Combat human trafficking through seamless collaboration between law enforcement and social service providers; provide comprehensive, high-quality social services to all victims of human trafficking, and increase the capacity of law enforcement officers, service providers, and other stakeholders in the community to identify and respond to human trafficking victims through training and public awareness activities.		
Objective 5: The Task Force will ensure that a comprehensive array of services are readily available to meet the individualized needs of all victims of human trafficking including foreign nationals and U.S. citizens, of all ages and sexes.		
Activity	Timeline	Staff Responsible
5a. Assemble a comprehensive array of victim services comprised of CSRN and steering committee members	Current and ongoing	STOP-IT, Steering Committee, Victim Services Subcommittee
5b. Leverage existing resources	Current and ongoing	STOP-IT, Steering Committee, Victim Services Subcommittee
5c. Provide assistance to foreign national victims (minors and adults).	Current and ongoing	STOP-IT, Steering Committee, Victim Services Subcommittee
5d. Provide assistance to U.S. citizens and lawful permanent residents (minors and adults).	Current and ongoing	STOP-IT, Steering Committee, Victim Services Subcommittee



General Instructions & Resources

View Budget Summary

OMB APPROVAL NO.: 1121-0329
EXPIRES 7/31/2016

Budget Detail Worksheet

- (1) **Purpose:** The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal (match) amount in the appropriate category, if applicable.
- (2) For each budget category, you can see a sample by clicking ([To View an Example, Click Here](#)) at the end of each description.
- (3) There are various hot links listed in red in the budget categories that will provide additional information via documents on the internet.
- (4) **Record Retention:** In accordance with the requirements set forth in 28 CFR Parts 66 and 70, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.
- (5) The information disclosed in this form is subject to the Freedom of Information Act under 5 U.S.C. 55.2.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50) To View an Example, Click Here

PERSONNEL (FEDERAL)

Name	Position	Computation			Cost
		Salary	Basis	Percentage of Time	
Lou Longhitano	Deputy Supervisor of Human Trafficking Unit	\$125,668.00	Year	100.00	\$377,004
Bridget Brown	Assistant State's Attorney	\$74,416.67	Year	100.00	\$148,833
FEDERAL TOTAL					\$525,837

PERSONNEL NARRATIVE (FEDERAL)

Federal funds in the amount of \$525,837 have been budgeted to support the salary of two Human Trafficking Assistant State's Attorneys (one at the Deputy Supervisor level). The Deputy Supervisor ASA investigates and prosecutes proactive and reactive human trafficking cases for the SAO, provides guidance and direction to other human trafficking ASAs and investigators, and participates in all Task Force activities. The other grant-funded ASA assists in the development and prosecution of proactive and reactive human trafficking cases as well as participates in other Task Force activities. Federal funds will support the salary costs for the Deputy Supervisor ASA for three years (\$125,668/year x 3 years) and the other ASA for two years (\$74,416.67/year x 2 years). The remainder of the ASA costs will be covered with non-federal dollars. Please note that 5% of the Deputy Supervisor ASA's time is dedicated to training (\$377,004 x 5%=\$18,850.20).

PERSONNEL (NON-FEDERAL)

Name	Position	Computation			Cost
		Salary	Basis	Percentage of Time	
Brigid Brown	Assistant State's Attorney	\$74,416.67	Year	100	\$74,417
NON-FEDERAL TOTAL					\$74,417

PERSONNEL NARRATIVE (NON-FEDERAL)

Non-federal funds in the amount of \$74,417 have been budgeted to support the salary of one Human Trafficking Assistant State's Attorney. The grant-funded ASA assists in the development and prosecution of proactive and reactive human trafficking cases as well as participates in other Task Force activities. Non-federal funds will support the ASA's salary costs for one year (\$74,416.67/year x 1 year).

TOTAL PERSONNEL		\$600,254
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B. **Fringe Benefits** – Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765) To View an Example, Click Here

FRINGE BENEFITS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
Lou Longhitano (medicare, worker's comp, unemployment, pension, and life insurance)	\$377,004.00	0.17774	\$67,009
Lou Longhitano (hospitalization, dental, and vision)	\$16,744.20	3	\$50,233
Brigid Brown (medicare, worker's comp, unemployment, pension, and life insurance)	\$223,250.00	0.17774	\$39,680
Brigid Brown (hospitalization, dental, and vision)	\$21,858.33	3	\$65,575
FEDERAL TOTAL			\$222,497

FRINGE BENEFITS NARRATIVE (FEDERAL)

Fringe Benefits are calculated in accordance with the standard benefits package received by all Cook County employees. SAC's Fringe Benefit Rate is 17.7744% and covers the following: Medicare 1.45%, worker's comp 1.5%, unemployment 1.5%, pension 13.09%, and life insurance .00234%. In addition, hospitalization, dental, and vision costs vary according to which insurance provider an employee chooses as well as how many dependents the employee has. Lou Longhitano's rates are as follows: Hospitalization \$1,314.64/month x 36 months, Dental \$67.78/month x 36 months, Vision \$12.93/month x 36 months. Brigid Brown's rates are as follows: Hospitalization \$1,740.83/month x 36 months, Dental \$67.78/month x 36 months, Vision \$12.93/month x 36 months. Please note that 5% of the Deputy Supervisor ASA's time is dedicated to training (\$117,242 x 5%=\$5,862.10).

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
N/A			\$0
NON-FEDERAL TOTAL			\$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

TOTAL FRINGE BENEFITS		\$222,497
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C. **Travel** – Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category. [To View an Example, Click Here](#)

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	
OJP- or DOJ-sponsored Trafficking Task Force Trainings	To Be Determined	Lodging	\$214.00	Night	3	1	1	\$642.00
		Meals	\$46.00	Day	2	1	1	\$92.00
		Mileage	\$100.00	Mile	2		1	\$200.00
		Transportation:						
		Airfare	\$525.00	Round-trip		1	1	\$525.00
		Local Travel						\$0.00
		Other						
		Travel Day Per Diem	\$34.50		2	3	1	\$207.00
		Subtotal						\$1,666.00
		FEDERAL TOTAL						\$1,666

TRAVEL NARRATIVE (FEDERAL)

Federal funds have been allocated to send one SAO HT personnel to one OJP or DOJ-sponsored Trafficking Training (location unknown at this time). Travel costs include lodging for three nights (\$642.00), ground transportation (\$100), per diem (\$46 x 2 days) and travel per diem (\$34.50 x 2 days), and airfare (\$525).

In addition, federal funds are allocated to partially fund sending two SAO HT personnel to one OJP or DOJ-sponsored Trafficking Training (location known at this time). Federal funds will pay for the ground transportation (\$100 x 1 participant) and the travel day per diem (\$34.50 x 2 days x 2 participants). The additional travel costs for these personnel are in the non-federal travel category.

TRAVEL (NON-FEDERAL)

Purpose of Travel	Location	Computation						Cost
OIR or DOJ- Sponsored Trafficating Task Force Trainings	To Be Determined	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost
		Lodging	\$182.70	Night	3	2	1	\$1,096.20
		Meals	\$46.00	Day	2	2	1	\$184.00
		Mileage	\$100.00	Mile	1		1	\$100.00
		Transportation:						
		Airfare w/baggage	\$525.00	Round-trip		2	1	\$1,050.00
		Local Travel						\$0.00
		Other						\$0.00
		Subtotal						\$2,430.20
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost
OVC/BIA Kick-off Meeting (one participant)	Washington, D.C.	Lodging	\$229.00	Night	2	1	1	\$458.00
		Meals	\$46.00	Day	1	1	1	\$46.00
		Mileage	\$100.00	Mile	1		1	\$100.00
		Transportation:						
		Airfare w/baggage	\$525.00	Round-trip		1	1	\$525.00
		Local Travel						\$0.00
		Other						\$0.00
		Travel Day Per Diem	\$34.50		2	1	1	\$69.00
		Subtotal						\$1,198.00
		NON-FEDERAL TOTAL						\$3,628

TRAVEL NARRATIVE (NON-FEDERAL)

Non-federal funds have been allocated to send two SAO HT personnel to one OJP or DOJ-sponsored Trafficking Training (location unknown at this time). Travel costs include lodging for three nights (\$1,096.20), per diem (\$46 x 2 days x 2 participants), ground transportation (\$100 x 1 participant) and airfare (\$525 x 2 participants). The additional travel costs for these personnel are in the federal travel category.

In addition, non-federal funds have been allocated to send Jennifer Greene to the OVC/BIA Kick-off Meeting in Washington, D.C. Travel costs include lodging for two nights (\$458), ground transportation (\$100), per diem (\$46 x 1 day) and travel per diem (\$34.50 x 2 days), and airfare (\$525).

TOTAL TRAVEL	\$5,294
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D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. [To View an Example, Click Here](#)

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
N/A			\$0
FEDERAL TOTAL			\$0

EQUIPMENT NARRATIVE (FEDERAL)

EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
N/A			\$0
NON-FEDERAL TOTAL			\$0

EQUIPMENT NARRATIVE (NON-FEDERAL)

TOTAL EQUIPMENT

\$0

f. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hard bind tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. [To View an Example, Click Here](#)

SUPPLIES (FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
N/A			\$0
FEDERAL TOTAL			\$0

SUPPLIES NARRATIVE (FEDERAL)

SUPPLIES (NON-FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
N/A			\$0
NON-FEDERAL TOTAL			\$0

SUPPLIES NARRATIVE (NON-FEDERAL)

TOTAL SUPPLIES		\$0

F. **Construction** – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. [To View an Example, Click Here](#)

CONSTRUCTION (FEDERAL)

Purpose	Description of Work	Cost
N/A		
FEDERAL TOTAL		\$0

CONSTRUCTION NARRATIVE (FEDERAL)

CONSTRUCTION (NON-FEDERAL)

Purpose	Description of Work	Cost
N/A		
NON-FEDERAL TOTAL		\$0

CONSTRUCTION NARRATIVE (NON-FEDERAL)

TOTAL CONSTRUCTION		\$0

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.
Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from OJP. [To View an Example, Click Here](#)

CONSULTANT FEES (FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
N/A			\$ Hour Day		\$0
SUBTOTAL					\$0

CONSULTANT FEES NARRATIVE (FEDERAL)

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CONSULTANT FEES (NON-FEDERAL)

Name of Consultant	Service Provided	Compensation			Cost
		Fee	Basis	Quantity	
N/A			8 Hour Day		\$0
SUBTOTAL					\$0

CONSULTANT FEES NARRATIVE (NON-FEDERAL)

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Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)

Purpose of Travel	Location	Computation						Cost
N/A		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost
		Lodging		Night				\$0.00
		Meals		Day				\$0.00
		Mileage		Mile				\$0.00
		Transportation:						\$0.00
		Local Travel		Round-trip				\$0.00
		Other						\$0.00
		Subtotal						\$0.00
SUBTOTAL								\$0
FEDERAL TOTAL								\$0

CONSULTANT EXPENSES NARRATIVE (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
N/A		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:							
				Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other						\$0.00	
		Subtotal						\$0.00	
		SUBTOTAL							\$0
		NON-FEDERAL TOTAL							\$0

TOTAL CONSULTANTS		\$0

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award.

CONTRACTS (FEDERAL)

Item	Cost
N/A	
FEDERAL TOTAL	\$0

CONTRACTS NARRATIVE (FEDERAL)

CONTRACTS (NON-FEDERAL)

Item	Cost
Contract with The Salvation Army STOP-IT for Human Trafficking Task Force Administrator	\$91,717
Contract with The Salvation Army STOP-IT for Third-Party Evaluators	\$37,500
NON-FEDERAL TOTAL	\$129,217

CONTRACTS NARRATIVE (NON-FEDERAL)

Non-federal funds have been allocated to contract with STOP-IT to cover half of the costs of the Human Trafficking Task Force Administrator. The Task Force Administrator is 85% dedicated to the Task Force and will collect and compile data from Task Force members to be entered into TIMS Online and HTRS. The Administrator will compile and submit quarterly updates to the Task Force and monitor progress towards performance measures and objectives. The quarterly report will serve as a tool to analyze law enforcement and victim service data to identify trends and gaps for improvement. The Administrator is also responsible for the preparation of semi-annual and closure reports and collecting evaluations conducted at all trainings and community presentations conducted by members of the Task Force.

In addition, non-federal funds have been allocated to contract with STOP-IT to hire two Third-Party Evaluators. The Task Force will be informed by the evaluation activities completed by the Third-Party Evaluators who will submit annual evaluation reports to the Task Force. The objectives of the proposed evaluation focus on documenting the formal and informal inter-agency linkages; the types of services and referrals provided and used; the processes of case management and victim care among agencies; and the enhancement of law enforcement capacity to investigate and prosecute human trafficking cases. STOP-IT and the SAO will each allocate \$37,500 for a total of \$75,000.00 of grant funding to support the third-party evaluation activities described in Attachment 6.

TOTAL CONTRACTS	\$129,217
TOTAL CONSULTANTS/CONTRACTS	\$129,217

H. Other Costs - List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. [To View an Example, Click Here](#)

OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
N/A					\$0
FEDERAL TOTAL					\$0

OTHER COSTS NARRATIVE (FEDERAL)

OTHER COSTS (NON-FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
N/A					\$0
NON-FEDERAL TOTAL					\$0

OTHER COSTS NARRATIVE (NON-FEDERAL)

TOTAL OTHER COSTS		\$0
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1. Indirect Costs – Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency , which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Note: Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73) [To View an Example, Click Here](#)

INDIRECT COSTS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
N/A			\$0
FEDERAL TOTAL			\$0

INDIRECT COSTS NARRATIVE (FEDERAL)

INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
Indirect cost for salary expenses	\$600,254.00	7.12	\$42,738
NON-FEDERAL TOTAL			\$42,738

INDIRECT COSTS NARRATIVE (NON-FEDERAL)

Non-federal funds in the amount of \$42,738 have been allocated for indirect costs for three years. The Cook County State's Attorney Indirect Cost Rate for 2015 is 7.12%. This is calculated for direct salaries (excluding fringe benefits).

TOTAL INDIRECT COSTS	\$42,738
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Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$525,837	\$74,417	\$600,254
B. Fringe Benefits	\$222,497	\$0	\$222,497
C. Travel	\$1,666	\$3,628	\$5,294
D. Equipment	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$0	\$129,217	\$129,217
H. Other	\$0	\$0	\$0
Total Direct Costs	\$750,000	\$207,262	\$957,262
I. Indirect Costs	\$0	\$42,738	\$42,738
TOTAL PROJECT COSTS	\$750,000	\$250,000	\$1,000,000

Federal Request	\$750,000
Non-Federal Amount	\$250,000
Total Project Cost	\$1,000,000

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Contract No. 1685-15190

EXHIBIT 3
Federal Clauses

SPECIAL CONDITION: FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. **Interest of Members of or Delegates to the United States Congress**

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. **False or Fraudulent Statements and Claims**

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. **Federal Interest in Patents**

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. **Federal Interest in Data and Copyrights**

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of

this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier

to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours,

and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Contract No. 1685-15190

EXHIBIT 4
Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CHESTERFIELD INSURANCE AGENCY, INC P O BOX 237 GREEN, OH 44232-0237		CONTACT NAME LANETTE DORSEY PHONE (A/C, No, Ext) 847-294-2056 FAX (A/C, No) 847-294-2297 E-MAIL ADDRESS lanette_dorsey@usc.salvationarmy.org		
INSURED THE SALVATION ARMY AN ILLINOIS CORP 5550 PRAIRIE STONE PARKWAY HOFFMAN ESTATES IL 60192		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A. ZURICH AMERICAN INSURANCE COMPANY		16535
		INSURER B. THE SALVATION ARMY LIABILITY RISK TRUS		N/A
		INSURER C. THE SALVATION ARMY, AN ILLINOIS CORP.		N/A
		INSURER D. AMERICAN ZURICH INSURANCE COMPANY		40142
INSURER E.				
INSURER F.				

COVERAGES

CERTIFICATE NUMBER: 13417

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER			SELF INSURED RETENTION	01/01/16	01/01/17	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COM/POP AGG \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 8978529-20	01/01/16	01/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 500,000			TRUST #19578500	01/01/16	01/01/17	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 8978534-20	01/01/16	01/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	AUTO LIABILITY EXCESS			SELF INSURED RETENTION	01/01/16	01/01/17	\$400,000 XS \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERAGE APPLIES TO 4800 N. MARINE DRIVE CHICAGO, IL 60640 FOR DOMESTIC VIOLENCE COUNSELING SERVICE COMP DED \$100 COLL DED \$250
LOC# 208-330-010

CERTIFICATE HOLDER

COOK COUNTY GOVERNMENT
118 N. CLARK STREET, RM 1018
CHICAGO, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Danna M Cipriano

Contract No. 1685-15190

EXHIBIT 5

Identification of Subcontractor/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

- ☐ Disqualification
☐ Check Complete

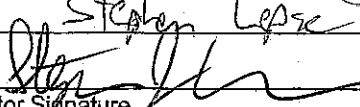
The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1685-15790	Date: 8-19-16
Total Bid or Proposal Amount:	Contract Title: Professional Services Agreement
Contractor: The Salvation Army DBA Family & Community Services	Subcontractor/Supplier/ Subconsultant to be added or substitute: None
Authorized Contact for Contractor: Stephen Lepse	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): stephen.lepse@usc. salvationarmy.org	Email Address (Subcontractor):
Company Address (Contractor): 4800 N. Marine Drive	Company Address (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60640	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor) 773/433-5745 / 773/275-6288	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor: The Salvation Army Family & Community Services
Name: Stephen Lepse - Director
Title: 
Prime Contractor Signature: _____ Date: 8-19-16

Contract No. 1685-15190

EXHIBIT 6
Electronic Payable Program

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

3. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

4. One-Time Use Credit Card – "SUGA" Settlement

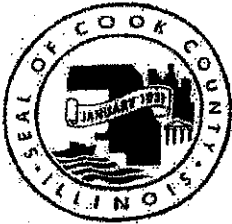
For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Contract No. 1685-15190

EXHIBIT 7

Minority and Women Business Enterprises Subcontracting Goal



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark County Building, Room 2020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SPAN M. MORRISON
17th District

DATE: July 14, 2016

TO: Lillian Lee, Contract Negotiator
Office of the Chief Procurement Officer

FROM: Sandra Moses-Potts, Compliance Officer *SNP*
Office of Contract Compliance

RE: M/W/DBE Goal Recommendation
Contract No. 1685-15190
Professional Services

The Office of Contract Compliance of Cook County is recommending a 0% MBE and 0% WBE participation goal for the above-referenced contract. Goal recommendation are based on information such as the Scope of Work, the Estimated Project Cost, the current availability of certified M/W/DBEs in the marketplace to provide the goods and/or services necessary to fulfill the contract requirements, and with the consultation of the User Agency depending on the nature of the scope.

Should you have any questions, please contact me at (312) 603-5510.

cc: Robert Ryan, Office of State's Attorney

Contract No. 1685-15190

EXHIBIT 8
Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
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3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
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SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: X No: _____

- b) If yes, list business addresses within Cook County:

5550 Prairie Stone Parkway, Hoffman Estates,
IL 60192

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S):

19-09-202-049
Salvation Army

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☐ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name The Salvation Army ^D

D/B/A: Family & Community Services FEIN NO.: 36-2167909

Street Address: 4800 N. Marine Drive

City: Chicago State: IL Zip Code: 60640

Phone No.: 773/433-5245 Fax Number: 773/275-6288 Email: stephen.lepsed@usc.salvationarmy.org

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name

N/A

Address

Percentage Interest in
Applicant/Holder

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee

N/A

Name of Principal

Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name

Address

Percentage of
Beneficial Interest

Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name

Address

Title (specify title of
Office, or whether manager
or partner/joint venture)

Term of Office

See next page

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.



The Salvation Army

Founded in 1865 by William and Catherine Booth

DOING THE MOST GOODSM

Metropolitan Division

André Cox
General

Paul R. Seiler
Territorial Commander

Charles H. Smith
Lt. Colonel
Divisional Commander

THE SALVATION ARMY, AN ILLINOIS CORPORATION as of 7/05/16

DAVID E. JEFFREY

CHAIRMAN OF THE BOARD

PAUL R. SEILER

PRESIDENT

JEFFREY J. SMITH

VICE PRESIDENT

BRAMWELL E. HIGGINS

SECRETARY

RICHARD T. AMICK

TREASURER

RALPH BUKIEWICZ

ASSISTANT SECRETARY

RICHARD E. HERIVEL

ASSISTANT TREASURE

CAROLINE R. SEILER

TRUSTEE

PAUL D. SMITH

TRUSTEE

SHELAGH M. STUART-ANDREWS

TRUSTEE

EXECUTIVE COMMITTEE

PAUL R. SEILER
JEFFREY J. SMITH

DATE OF INCORPORATION:

MAY 29, 1913

DATE OF MERGER OF OTHER CORPORATION:

FEBRUARY 1, 1988

FEDERAL IDENTIFICATION NUMBER:

36-2167909

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Stephen Lepse
Name of Authorized Applicant/Holder Representative (please print or type)

Director
Title

[Signature]
Signature

8-19-16
Date

stephenlepse@usc.salvatararmy.org
E-mail address

773/423-5745
Phone Number

Subscribed to and sworn before me
this 19th day of Aug., 2016.

My commission expires
"OFFICIAL SEAL"
Linda Jarvis
Notary Public, State of Illinois
My Commission Expires 4/15/2017
Notary Seal

X [Signature]
Notary Public Signature



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

CONTRACT NO. 1685-15190

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: THE SALVATION ARMY ATTN: STEPHEN LEPSE

Address of Person Doing Business with the County: 4800 N. MARINE DR. CHICAGO, IL 60640

Phone number of Person Doing Business with the County: 713 433 5745

Email address of Person Doing Business with the County: stephen_lepse@usc.salvationarmy.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

CONTRACT # 1685-15190

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 129,127.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Lillian Lee, Contract Negotiator

Office of the Chief Procurement Officer (312) 603-5613

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Cook County State's Attorney Office

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

CONTRACT NO. 1685-15190

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Bramwell E. Higgins
Secretary

Date

AUG 10 2016

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 -- Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1685-15190

County Using Agency (requesting Procurement): State's Attorney Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Salvation Army

Substantial Owner Complete Name: Salvation Army DBA Family & Community Services

FEIN# 36-2167909

Date of Birth: _____

E-mail address: _____

Street Address: 5550 Prairie Stone Parkway

City: Hoffman Estates

State: IL

Zip: 60192

Home Phone: () _____

Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,

YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,

YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,

YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq.,

YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,

YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages

YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Bramwell E. Higgins

Date: AUG 10 2016

Name of Person signing (Print): _____

Secretary

Title: _____

Subscribed and sworn to before me this 10th day of August, 2016

X

Susanne Massarello

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
SUSANNE MASSARELLO
Notary Public - State of Illinois
My Commission Expires Mar 29, 2018

SECTION 5

CONTRACT NO. 1685-15190

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

The Salvation Army
 Corporation's Name DBT Family & Community Services
(773) 433-5745
 Telephone

Paul Seiler
 President's Printed Name and Signature
Stephen Lepore usc.salvationarmy.org
 Email

Bramwell L. Higgins
 Secretary Signature Secretary

AUG 10 2016
 Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

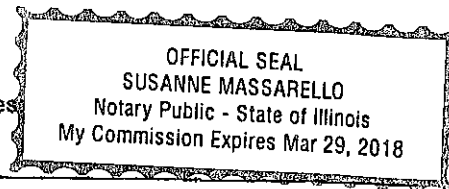
Telephone and Email

Subscribed and sworn to before me this
10th day of Aug, 2016.

Susanne Massarello
 Notary Public Signature

My commission expires

Notary Seal

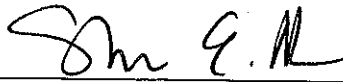


*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

CONTRACT NO. 1685-15190

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 29 DAY OF September, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1685-15190

OR

ITEM(S), SECTION(S), PART(S):

TOTAL AMOUNT OF CONTRACT: \$ 129,127.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date